

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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FARAH JEAN FRANCOIS,

Case No. 1:22-cv-4447-JSR

Plaintiff,

- against -

**OFFER OF JUDGMENT**

VICTORY AUTO GROUP LLC d/b/a  
VICTORY MITSUBISHI, SPARTAN  
AUTO GROUP LLC d/b/a VICTORY  
MITSUBISHI, STAVROS ORSARIS,  
YESSICA VALLEJO, DAVID PEREZ,  
DIANE ARGYROPOULOS, and  
PHILIP ARGYROPOULOS,

Defendants.  
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Pursuant to [Rule 68 of the Federal Rules of Civil Procedure](#) Defendant SPARTAN AUTO GROUP LLC hereby offers to allow Plaintiff FARAH JEAN FRANCOIS to take judgment against it in this action for the total sum of One Hundred Twenty Thousand ~~and One Hundred~~ Dollars (\$120,000.00), ~~(\$100,100.00)~~, and, in addition, Plaintiff's costs and reasonable attorney fees ~~incurred in this action prior to the date of this offer (the "Offer")~~, the amount of Plaintiff's reasonable attorneys' fees to be determined at a fee hearing conducted by the Court if necessary.

A Judgment entered pursuant to this Offer shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to recover damages and/or to any other form of relief from any or all the Defendants named in her Amended Complaint in the above captioned action, arising out of the acts and/or omissions Plaintiff alleges against all those Defendants, including all of Defendants' officers, employees, or agents, past or present.

This Offer will remain open only for fourteen (14) days hereof and may only be accepted in writing. This Offer shall not be filed with the Court unless a) accepted, or b) if necessary, in a proceeding to determine any costs Plaintiff may claim herein.

This Offer is made for the purposes specified in [F.R.C.P. Rule 68](#) and shall not be construed as an admission of liability by any Defendant, or by any Defendant's officer, employee or agent, nor does this Offer constitute an admission that the Plaintiff suffered any damages as alleged, or that she is entitled to any of the relief prayed for in her Amended Complaint.

Acceptance of the Offer will act to release and discharge each and every Defendant named in Plaintiff's Amended Complaint, their successors or assigns and all of their past and present officers, employees, and agents from any and all claims that were or could have been alleged by Plaintiff against them.

Acceptance of this Offer will also operate to waive Plaintiff's rights to any claim for interest on the amount of a Judgment entered hereto.

A Judgment entered pursuant to this Offer shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York

~~August~~October  
9, 2024

Yours, etc.

NICHOLAS GOODMAN & ASSOCIATES, PLLC

BY:

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H. Nicholas Goodman *Attorneys*  
*for Defendants* **VICTORY AUTO**  
**GROUP LLC d/b/a VICTORY**  
**MITSUBISHI, SPARTAN**  
**AUTO GROUP LLC d/b/a**  
**VICTORY MITSUBISHI,**  
**STAVROS ORSARIS,**  
**YESSICA VALLEJO, DAVID PEREZ,**  
**DIANE ARGYROPOULOS and**  
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